

United States Bankruptcy Court for the District of Delaware		PROOF OF CLAIM		THIS SPACE IS FOR COURT USE ONLY					
In re Fleming Companies, Inc		Case Number 03-10945 Chapter 11							
NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503									
Name of Creditor (The person or other entity to whom the debtor owes money or property) BFL-Hefner, Inc		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if this address differs from the address on the envelope sent to you by the court.							
Name and Address of Creditor BFL-Hefner, Inc 2121 W Hefner Rd Oklahoma City, OK 73120									
Creditor Telephone Number (405) 302-6273									
CREDITOR TAX ID 72-1111749		Check here if this claim <input type="checkbox"/> replaces a previously filed claim dated _____ <input type="checkbox"/> amends							
1 BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Taxes <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Other (Describe briefly) <input type="checkbox"/> Money loaned Service Contract <input type="checkbox"/> Personal injury/wrongful death		<input type="checkbox"/> Retiree Benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wage salaries and commissions (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ to _____							
2 DATE DEBT WAS INCURRED March 27, 2000		3 IF COURT JUDGMENT DATE OBTAINED							
4 CLASSIFICATION OF CLAIM Under the Bankruptcy Code all claims are classified as one or more of the following (1) Unsecured nonpriority (2) Unsecured Priority (3) Secured It is possible for part of a claim to be in category and part in another CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM									
<input type="checkbox"/> SECURED CLAIM Attach evidence of perfection of security interest Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe) Amount of arrearage and other charges included in secured claim above if any <input type="checkbox"/> UNSECURED NONPRIORITY CLAIMS \$ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages salaries or commissions (up to \$2000 earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business whichever is earlier 11 U.S.C. § 507(a)(3)) <input type="checkbox"/> Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other 11 U.S.C. §§ 507(a)							
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">5 TOTAL AMOUNT OF CLAIM AS PETITION DATE</td> <td style="width: 25%; text-align: center;">\$101,196.19 Unsecured</td> <td style="width: 25%; text-align: center;">Secured</td> <td style="width: 25%; text-align: center;">Priority</td> <td style="width: 10%; text-align: center;">\$101,196.19 Total</td> </tr> </table>					5 TOTAL AMOUNT OF CLAIM AS PETITION DATE	\$101,196.19 Unsecured	Secured	Priority	\$101,196.19 Total
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6 CREDITS AND SETOFFS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim claimant has deducted all amounts that claimant owes to debtor. 7 SUPPORTING DOCUMENT Attach copies of supporting documents such as promissory notes purchase orders invoices itemized statements of running accounts contracts court judgments or evidence of security interest. If the documents are not available explain. If the documents are voluminous attach a summary. 8 TIME STAMPED COPY To receive an acknowledgment of the filing of your claim enclose a stamped self addressed envelope and copy of this proof of claim.			THIS SPACE IS FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold;">FILED</div> <div style="font-size: 1.5em; font-weight: bold;">SEP 15 2003</div> <div style="font-size: 2em; font-weight: bold;">BMC</div> <div style="font-size: 0.8em;">Fleming Companies Claim</div> <div style="font-size: 0.7em;">13909</div>						
Date September 12 2003	Sign and print the name and title if any of the creditor or other person authorized to file this claim (attach copy of power of attorney if any) Vickie J Buchanan OBA #18345 Phillips McFall McCaffrey McVay & Murrah P C 12th Floor One Leadership Square 211 North Robinson Oklahoma City Oklahoma 73102 								

Damage Calculation¹

- | | | | |
|---|--|-------------|-------------|
| 1 | Fleming credits owed creditor | Total | \$16,179 19 |
| a | Product Credits | \$2,135 62 | |
| b | GMD Duplicate Billing | \$9,811 36 | |
| c | Reclamation Credits | \$2,723 41 | |
| d | Volume Rebates | \$1,508 80 | |
| 2 | Affiliated Buy-in Fees | \$15,000 00 | |
| 3 | Total amounts due as result of Fleming's failure to adequately perform under the agreements with creditor \$70,017 00 ² | | |

¹ The attached Facility Standby Agreement was utilized for this location after March 27 2000

² Creditor filed an Objection to the Assumption and Assignment of Certain Executory Contracts on August 11, 2003 and a Supplement thereto on August 28, 2003 The amount stated in this proof of claim may be adjusted depending on the resolution of the Objection

FACILITY STANDBY AGREEMENT

THIS FACILITY STANDBY AGREEMENT (the "Agreement") is made as of March 27, 2000 (the "Effective Date"), by and between FLEMING COMPANIES, INC , an Oklahoma corporation ("Fleming"), and BFL-PORTLAND, L L C , an Oklahoma limited liability company ("Retailer"), with reference to the following circumstances

(i) Fleming is a full-line wholesale supplier of food, grocery, and related products through its product supply center at 10 E Memorial Road, Oklahoma City, Oklahoma 73114 and other locations, and

(ii) Retailer is a retailer of food, grocery, and related products and operates a retail grocery store at 3501 N W Expressway, Oklahoma City, Oklahoma 73112, and

(iii) By a concurrent transaction, Fleming has made a loan to Retailer, and

(iv) Retailer presently subleases from Fleming the premises at which the Store is located (the "Sublease"), and

(v) Retailer has requested that Fleming be prepared to supply to Retailer a certain amount of food, grocery, and related products, and to be able to do so Fleming will have to commit certain resources, including capital, employees, inventory, equipment, and facilities, and

(vi) Retailer acknowledges that but for Retailer's covenants and agreements in this Agreement, Fleming would not have agreed to commit its resources for the benefit of Retailer, entered into this Agreement, made the loan to Retailer or entered into the Sublease

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants stated below, the parties agree as follows

1 Fleming's Commitment to Supply Throughout the term of this Agreement, Fleming will maintain capital, employees, inventory, equipment, and facilities sufficient to supply Products to Retailer in quantities sufficient to allow Retailer to meet the Teamwork Score described in Section 3 of this Agreement

2 Price and Other Terms of Sale Except as hereinafter provided, the Products sold to Retailer pursuant to this Agreement shall be priced, and other terms of sale shall be established, generally in accordance with the Fleming FlexMate Marketing Plan dated June 8, 1998, together with the Fresh and Processed Meat Sell Plan, Produce Sell Plan, Bakery/Deli Sell Plan, Tobacco and Cigarettes Sell Plan, and All Other Products Sell Plan which Retailer has reviewed and which is attached hereto as Exhibit A, as amended from time to time by Fleming in its discretion upon thirty (30) days notice (the "Selling Plan") Although Fleming has the ability to amend the Selling Plan in any respect, any amendments will be applicable to all customers of Fleming who are situated similarly to Retailer in Retailer's trade area and who are purchasing Products pursuant to the Selling Plan As to any Products which are not covered by the Selling

Plan, the price of such Products shall be Fleming's quoted selling price in effect for such Products from time to time

3 Facility Standby Fee

(a) Amount By entering into this Agreement, Fleming has committed to devote such capital, employees, inventory, equipment, and facilities as are required to supply Retailer with the quantity of Products necessary for Retailer to maintain the minimum Teamwork Score (defined in Section 3(b) hereof) for the term of this Agreement. Fleming is willing to so commit such resources because of the return it will realize from sale of Products in the quantities necessary for Retailer to meet the minimum Teamwork Score during the term of this Agreement. If Retailer does not purchase Products in such quantities, Retailer agrees to pay Fleming a Facility Standby Fee. The amount of the Facility Standby Fee shall be equal to two percent (2%) of the amount by which Retailer's purchases during each twelve (12) month period during the term of this Agreement are less than the amount of purchases which are required to maintain the minimum Teamwork Score. Retailer shall pay the Facility Standby Fee by electronic funds transfer within thirty (30) days after the close of the twelve (12) month period for which such fee is owed.

(b) Teamwork Score The "Teamwork Score" will be determined by dividing the amount of purchases of all Products sold to Retailer by Fleming for the Store by Retailer's total retail sales for the Store. The Teamwork Score will be calculated by Fleming and written notice thereof shall be given to Retailer within a reasonable time after the expiration of each Period during the term of this Agreement. Retailer shall provide to Fleming on a timely basis such information, including total retail sales, to enable Fleming to make the calculation contemplated by this provision. The minimum Teamwork Score for each year of this Agreement shall be forty-five percent (45%). For internal accounting purposes, Fleming divides the year into thirteen (13) periods, each containing four weeks. A "Period", for purposes of this Agreement, means any of such periods, as reasonably established by Fleming for accounting purposes from time to time. The term "Fiscal Year" shall herein mean a year comprised of the thirteen (13) periods ending on the last Saturday in December in each such year. The term "Anniversary Year" shall mean a year beginning on the Effective Date, and on each anniversary of the Effective Date after the first year of this Agreement and ending exactly one year later.

(c) Adjustment to Teamwork Score If during the term of this Agreement, Fleming discontinues supplying a major billing department, i.e. meat, produce, bakery-deli, GMD, cigarettes and eggs, the minimum Teamwork Score shall be reduced for such subsequent years of this Agreement by the same percentage which Retailer's purchases for the discontinued departments represented for the year immediately preceding such discontinuation.

(d) No Other Retailer Obligations Except as otherwise provided in Section 12 of this Agreement, Retailer shall have no obligation to purchase any specific quantity or type of Products from Fleming.

(e) Facility Standby Fee Credit If Retailer exceeds the minimum Teamwork Score for any Anniversary Year of this Agreement, Retailer shall be entitled to receive a credit (the "Credit"), to be applied only for the purpose of recovering any Facility

Standby Fee actually paid or owed by Retailer to Fleming applicable to any Anniversary Year of this Agreement. The amount of the Credit, shall be the product of (i) the amount by which aggregate annual purchases from Fleming based on Retailer's actual Teamwork Score exceed the amount of purchases which would have resulted had Retailer achieved only the minimum Teamwork Score, multiplied by (ii) two percent (2%). In the last year of this Agreement, the Credit may be applied against any trade indebtedness owed by Retailer to Fleming. In no event shall the credit be payable to Retailer in cash or property of any kind, nor shall the credit exceed the total Facility Standby Fee actually paid or owed by Retailer during the term of this Agreement.

4 Term

(a) Initial Term Unless terminated sooner in accordance with this Agreement, the term of this Agreement will commence on the date hereof and will extend until June 1, 2003, provided that if Retailer elects to extend the term of the Sublease, the term of this Agreement will extend until the expiration of the Sublease, provided however, such termination shall not occur until (i) Retailer is no longer obligated under the Sublease with Fleming, or any affiliate of Fleming, and (ii) all of Retailer's financial obligations to Fleming, and all affiliates of Fleming, have been fully paid and satisfied, provided further, however, in no event will the term of this Agreement extend beyond twenty (20) years from the date hereof.

(b) Early Termination If, during the term of this Agreement, Fleming constructs and operates, for its own account as part of the Fleming Retail Group, a new (as opposed to remodeled) retail supermarket within one and one-half (1 ½) miles of the Store, the Retailer shall have the right, at its option, to terminate this Agreement, provided, such termination shall only occur upon ninety (90) days advance written notice by Retailer to Fleming.

5 Default

(a) Default by Retailer If Retailer fails to perform in any material respect any of its obligations under this Agreement, then Retailer shall be in default and Fleming shall have all rights and remedies available under law, including, without limitation, the right to immediately stop shipment of Products, the right to immediately terminate this Agreement by written notice, and the right of specific enforcement of the obligations of Retailer. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Retailer shall have five days from receipt of the notice of termination from Fleming within which to cure the monetary default. Fleming shall not be obligated to ship any Products to Retailer during such five days. Fleming's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Fleming. In no event whatsoever shall Retailer be liable to Fleming for, and Fleming waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

(b) Default by Fleming If Fleming fails to perform in any material respect any of its obligations under this Agreement, then Fleming shall be in default and Retailer

shall have the right to immediately terminate this Agreement by written notice and pursue all remedies available under this Agreement or law by reason of such default, including, without limitation, specific enforcement of the obligations of Fleming. All such remedies shall be cumulative, and the resort to one remedy shall not be deemed an election of remedies. However, in the event of a monetary default, Fleming shall have five days from receipt of the notice of termination from Retailer within which to cure the monetary default. Retailer's remedy with respect to monetary damages shall be limited solely to direct damages, if any, suffered by Retailer. In no event whatsoever shall Fleming be liable to Retailer for, and Retailer waives, releases and covenants not to sue or make demand for any consequential damages, punitive damages (whether identified as exemplary damages or otherwise), or statutorily prescribed damages.

6 Disputes, Arbitration All disputes between Fleming and the Retailer, including any matter relating to this Agreement, shall be resolved by final binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). To the extent they are available, arbitrators shall be selected from the AAA Food Industry panel. In any dispute involving a claim in excess of \$100,000, three arbitrators shall be employed. Absent a showing of good cause, the hearing shall be conducted within 90 days from the service of the statement of claim in Oklahoma City, Oklahoma. All proceedings shall be governed by the Federal Arbitration Act.

Each party shall bear the expense of its own attorneys, experts and out of pocket costs as well as fifty percent of the expense of administration and arbitrator fees. However, the Retailer may be relieved from all or part of such obligation as it relates to such administration and arbitrator fees upon a finding by the arbitrator(s) of economic hardship.

The parties agree (i) TO WAIVE THE RIGHT TO RECEIVE CONSEQUENTIAL OR PUNITIVE DAMAGES, and (ii) that the arbitrators SHALL NOT HAVE THE POWER TO AWARD CONSEQUENTIAL OR PUNITIVE DAMAGES unless, in the case of (i) or (ii), the arbitrator(s) or a court of competent jurisdiction determines that this limitation, under the circumstances, violates public policy.

Depositions, other than those taken in lieu of live testimony, shall not be taken except upon the arbitrator(s) finding of special need. Parties shall be entitled to conduct document discovery in accordance with a procedure where responses to information requests shall be made within twenty days from their receipt.

Either party shall be entitled to pursue remedies for emergency judicial relief in any court of competent jurisdiction, e.g., in order for Fleming to preserve its collateral, except that immediately following the preliminary adjudication of such request for emergency relief, the parties hereby consent to a stay of the judicial proceedings pending a determination of the dispute on the merits by arbitration as herein provided.

7 Amendment or Waiver This Agreement may not be amended, nor any of its terms waived, unless such amendment or waiver is in writing and signed by the parties hereto.

8 Governing Law This Agreement will be governed by and construed in accordance with the laws of the State of Oklahoma

9 Counterparts This Agreement may be executed in multiple counterparts, all of which taken together will constitute one instrument and each of which will be considered an original for all purposes

10 Time is of the Essence Time is of the essence of this Agreement

11 Notices Whenever any notice is required to be given under this Agreement, then such notice shall be written and shall be given or sent, and the other party shall be deemed to have received it, if delivered personally or by national overnight courier, on the date such notice is delivered personally or by the national overnight courier, or if mailed, on the third business day after mailing, if sent by first-class certified mail, postage prepaid, return receipt requested, and addressed as follows

(a) Notices to Fleming

Fleming Companies, Inc
10 E Memorial Road
Oklahoma City, Oklahoma 73114
Attn Bill Umscheid

With copies to

Fleming Companies, Inc
6301 Waterford Boulevard
Oklahoma City, Oklahoma 73118
Attn Associate General Counsel

(b) Notices to Retailer

BFL-Portland, L L C
c/o Henry J Binkowski
2121 W Hefner Rd
Oklahoma City, Oklahoma 73120

With copies to

D Keith McFall, Esq
Phillips McFall McCaffrey McVay & Murrah, P C
Twelfth Floor, One Leadership Square
211 N Robinson
Oklahoma City, Oklahoma 73102

or to such other address as may be designated on ten (10) days prior notice in writing by such party All such notices and communications shall be in writing and signed by the party giving such notice

12 Purchase of Store Supplies and Control Label Products Upon the termination of this Agreement, Retailer will purchase from Fleming (i) all store supplies that Fleming has purchased or obtained as supplies solely for Retailer, and (ii) private label or label designated products purchased specifically at the request of Retailer, each group of which, because of any special design, label, logo, quantity, or other feature cannot be sold promptly by Fleming to other retailers being served by the product supply center servicing Retailer under this Agreement at the same price being paid for such supplies and control label products by Retailer. Retailer will pay to Fleming the then current price for such supplies and control label products being charged by Fleming to Retailer. Such amount will be paid and such supplies and products will be delivered by Fleming to Retailer within ten (10) days after termination of this Agreement.

13 Miscellaneous

(a) Authorization Retailer or Fleming will execute and deliver any and all documents that may reasonably be requested by the other in order to properly document this Agreement, including, but not limited to, certified resolutions of the owners of Equity Interests in Retailer authorizing the undersigned to enter into this Agreement.

(b) Binding Effect This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Except as expressly provided herein, neither this Agreement nor the rights and obligations of Retailer hereunder shall be assignable by Retailer, and any purported assignment in contravention hereof shall be void without the consent of Fleming. However, if Fleming should consent to an assignment or if without Fleming's consent the rights and obligations of Retailer are transferred by operation of law or otherwise, Retailer shall require that such rights and obligations be assumed by the transferee.

(c) Exhibits Any Exhibit attached to this Agreement is made a part hereof and is fully incorporated herein by reference.

(d) Entire Agreement This Agreement is the final expression of the agreement of the parties regarding the purchase of Products by Retailer from Fleming and supersedes any prior or contemporaneous agreement between the parties pertaining to the matters covered by this Agreement. There are no representations, promises, warranties, understandings, or agreements, express or implied, oral or otherwise, except those expressly referred to or set forth in this Agreement. Retailer acknowledges that the execution and delivery of this Agreement is its free and voluntary act and deed and that Retailer's execution and delivery have not been induced by or done in reliance upon any representations, promises, warranties, understandings, or agreements made by Fleming or its agents, officers, employees, or representatives that are not expressly stated in this Agreement. No promise, representation, warranty, or agreement made subsequent to the execution and delivery of this Agreement by either party, and no revocation, partial or otherwise, or change, amendment, addition, alteration, waiver or modification of this Agreement or any of the terms hereof will be enforceable, unless it is in writing and signed by Fleming and Retailer.

(e) Headings Headings or captions of the sections in this Agreement are for convenience of reference only and in no way define or limit or describe the intent of this Agreement or any provision hereof

(f) Inconsistency with Selling Plan If any of the provisions of this Agreement are inconsistent with the provisions of the Selling Plan, the provisions of this Agreement will govern

(g) No Effect The length of the term of this Agreement may not correspond with the terms of other agreements between Fleming and Retailer, and nothing shall be implied therefrom. Furthermore, this Agreement shall have no relevance or effect in determining whether or not a loan, mortgage, sublease, license, franchise, or other agreement, if any, between Fleming and Retailer will be extended or renewed

(h) Limitation of Actions In accordance with the provisions of Article 2 of the Uniform Commercial Code, an action for breach of this Agreement must be commenced within two years after the cause of action has occurred by sending the other party a statement of claim and demand for arbitration under the provisions of this Agreement

(i) Cross Default Any material breach of this Agreement by Retailer will be deemed to be a breach of any and all other agreements by and between Retailer and Fleming and its affiliates, whether now in existence or hereafter entered into, including, without limitation, any and all lease agreements, franchises, licenses, sublease agreements, promissory notes, loan agreements, security agreements, deeds of trust, leasehold deeds of trust, and pledge agreements. Upon breach of any of the agreements referenced in the preceding sentence, which breach shall constitute a default by Retailer under this Agreement, Fleming may pursue all remedies legally available to it under this Agreement or those other agreements, including, without limitation, terminating those agreements, accelerating Retailer's obligations pursuant to those agreements, seeking monetary damages, and seeking equitable relief

(j) Force Majeure Fleming shall not be deemed in default of this Agreement if Fleming's non-performance is the result of a condition beyond Fleming's control, including, but not limited to, labor strikes, government rationing or other regulations, flood, fuel shortages, earthquake, acts of God, drought, and other weather conditions

(k) State and Local Taxes Retailer represents and warrants that all Products purchased from Fleming that are tangible personal property shall be purchased for resale in the ordinary course of Retailer's business, and that Retailer shall comply with pertinent state and local laws regarding the collection and payment of sales, use, and other taxes applicable to all such resale transactions and furnish evidence thereof to Fleming. If any such tangible personal property is put to a taxable use by Retailer or is purchased by Retailer other than for resale, Retailer shall make timely return and payment to the proper taxing authority of all sales, use, and like taxes applicable thereto, and shall indemnify Fleming against such taxes and all penalties and interest related thereto

(l) Severable If any provision of this Agreement is determined by a court of competent jurisdiction or arbitrators appointed pursuant to this Agreement to be void or

unenforceable, then the remaining provisions of this Agreement shall be given effect as if such void or unenforceable provision was not a part of this Agreement

14 Definitions Capitalized terms used in this Agreement shall have the following meanings

“Affiliate” means any Person that directly, or indirectly through one or more intermediaries, Controls Retailer (a “Controlling Person”) or any Person that is Controlled by or is under common Control with a Controlling Person

“Assets” means any of the Stores or any substantial asset or assets in any Store, including, without limitation the land and building where an owned Store is located and the leasehold interest in a leased Store, together with substantially all furniture, fixtures, equipment, inventory, accounts, general intangibles, and other personal property of any kind or character that is used in connection with any Store

“Change of Control” means the acquisition by any Person of the sufficient Equity Interest in Retailer such that the Person has the power to Control Retailer

“Control” means possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of equity, by contract, or otherwise

“Disposition” shall mean the sale, transfer, lease or exchange, directly or indirectly of substantially all of the Assets or fifty percent (50%) or more of the Equity Interests of Retailer in one transaction, or in a series of transactions, the result of which would constitute a transfer of fifty percent (50%) or more of such Equity Interests

“Effective Date” shall have the meaning stated in the first paragraph of this Agreement

“Equity Interest” means, in the case of a corporation, the voting capital preferred or common stock or other voting security of the corporation, and in the case of a limited liability company or partnership, any membership, partnership, or other economic interest in the entity

“Equity Owner” means any person or entity owning any Equity Interest in Retailer

“Facility Standby Fee” shall have the meaning described in Section 3(a) of this Agreement

“Fleming” shall have the meaning stated in the first paragraph of this Agreement

“Initial Term” shall have the meaning stated in Section 4 of this Agreement

"Offer" means any proposal or offer for the acquisition of any of the Assets, other than in the ordinary course of Retailer's business, or any Equity Interest made by or on behalf of any Person

"Period" means any of the thirteen (13) four-week periods into which Fleming divides each calendar year for Fleming's internal accounting purposes

"Person" means any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization, or a governmental entity (or any department agency or political subdivision thereof)

"Products" means food, grocery, meat, perishables, and other related products, supplies, and merchandise, including Fleming store brands and branded products, described in the Selling Plan that Fleming offers for sale to its other retail customers

"Retailer" means the person identified in the first paragraph of this Agreement and any successors thereof

"Selling Plan" shall have the meaning described in Section 2 of this Agreement

"Store" means the grocery store operated by Retailer at 3501 N W Expressway, Oklahoma City, Oklahoma 73112

"Sublease" shall have the meaning described in the recitals of this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written

FLEMING COMPANIES, INC , an Oklahoma corporation

By Neal J. Rider
Name Neal J. Rider
Title Executive Vice President & CFO

"FLEMING"

BFL-PORTLAND, L L C , an Oklahoma limited
liability company

By Henry J. Binkowski
Name Henry J Binkowski
Title Manager

“RETAILER”